

COPY

EASEMENT

THIS INSTRUMENT, made this 15th day of June, in the year of our Lord, Nineteen Hundred and Fifty-three, between the RIVERSIDE WATER COMPANY, party of the first part, and the CITY OF RIVERSIDE, a municipal corporation of the State of California, the party of the second part:

WITNESSETH: That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant unto said party of the second part, a perpetual easement and right-of-way for the construction, reconstruction, inspection, maintenance, operation and repair of a SANITARY SEWER, hereinafter termed "structure", in, over and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

A strip of land ten feet (10') wide across the Riverside Water Company Canal right-of-way lying five feet (5') on each side of the following described centerline:

Commencing at the most southerly corner of Lot 69 of Petersen Subdivision Unit No. 2 as shown on a map recorded at page 86 in Map Book 24, Records of Riverside County, California; thence southwesterly along the southeasterly line of said Petersen Subdivision Unit No. 2 a distance of twenty-four and ninety-two hundredths feet (24.92') to the true point of beginning; thence S 42°19'10" E across the Riverside Water Company Canal right-of-way a distance of thirty-nine and eighteen hundredths feet, more or less, (39.18') to a point on the northerly line of Canal Drive, a public street in the City of Riverside and the ending of said centerline.

TOGETHER WITH the right to enter upon and to pass and repass over and along said strip of land, and to deposit tools, implements and other material thereon by said party of the second part, its officers, agents and employees, and by persons under contract with it and their employees, whenever and wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating or repairing said structure.

IT IS UNDERSTOOD that the party of the first part does hereby waive any claim for any and all damages to the real property owned by the party of the first part contiguous to the lands hereby covered by this easement, by reason of the location, construction or maintenance of the sewer.

The party of the second part agrees to indemnify and hold harmless party of the first part for any claims, demands, judgments, or other liability arising from the construction, maintenance and use of said easement, and further to reimburse party of the first part for all damage arising to it as a result of such construction, maintenance and use. Party of the second part agrees to exercise its right in the easement herein granted in such manner that it will not interfere with the prior right of party of the first part to operate and maintain its canal.

IN WITNESS WHEREOF, the said party of the first part has hereto executed the within instrument the day and year first above written.

RIVERSIDE WATER COMPANY

By /s/ M. B. Peterson, President

By /s/ S. K. McKenzie, Secretary